

AMERICAN REFRIGERATOR TRANSIT CO.

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314 622-2716

November 29, 1976

ROBERT J. DUNNE, JR.
PRESIDENT AND GENERAL MANAGER

File: E-712

cc: S-395

RECORDATION NO. 7732-B Filed & Recorded

FOR DELIVERY BY MESSENGER:

DEC 1 1976 12 25 PM

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission,
Washington, D.C., - 20423.

6-3361028
Date DEC 1 1976
Fee \$ 10-
ICG Washington, D.C.

Re: Lease between E. I. DuPont De Nemours & Company, Inc.,
Lessor, and American Refrigerator Transit Company,
Lessee, dated October 31, 1974, recorded with the
Interstate Commerce Commission December 3, 1974, under
Recordation No. 7732.

Dear Sir:-

Enclosed for filing and recording pursuant to Sec. 20c of the Inter-
state Commerce Act, 49 Code Fed. Regs. Sec. 57.1(b) et seq., are four (4) fully
executed copies of Amendment to Railroad Equipment Lease, dated September 29,
1976, to Railroad Equipment Lease referred to in the caption hereof.

The names and addresses of the parties to the transaction set forth
in the Amendment are:

Lessor: - E. I. DuPont de Nemours & Company, Inc.,
Wilmington, Delaware - 19898.

Lessee: - American Refrigerator Transit Company,
210 North 13th Street,
St. Louis, Missouri - 63103.

Voucher for \$10.00 to cover filing and recording fee is enclosed
herewith.

Upon filing and recording, two (2) copies, showing recordation date
and number should be returned to:

Mrs. Judy Durand, Vice President,
Missouri Pacific Railroad Company,
337 National Press Building,
Washington, D.C. - 20004.
Telephone: NA 8-2921

who will arrange to pick same up at your office as soon as recordation
accomplished.

Very truly yours,

Enc: - Amendment to Railroad Equipment Lease,
4 copies - Voucher for \$10.00.

RJ. Dunne

RECEIVED
DEC 1 12 16 PM '76
I.C.C.
FEE OPERATION BR.

RECEIVED
NOV 31 12 16 PM '76
I.C.C.
FEE OPERATION BR.

Cyberport Judy C. Durand

Interstate Commerce Commission

Washington, D.C. 20423

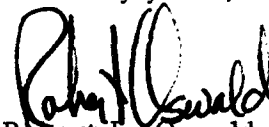
December 1, 1976

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **12/01/76** at **12:25 noon**, and assigned recordation number(s) **7732-B**

Sincerely yours,



Robert L. Oswald
Secretary

Enclosure(s)

DEC 1 1976 4:32 PM

AMENDMENT TO RAILROAD EQUIPMENT LEASE INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of this 29th day of September, 1976, by and between E. I. DUPONT DE NEMOURS & COMPANY, INC., a Delaware corporation, hereinafter called "Lessor" and AMERICAN REFRIGERATOR TRANSIT COMPANY, a New Jersey corporation, hereinafter called "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to a Railroad Equipment Lease dated as of October 31, 1974 and recorded with the Interstate Commerce Commission on December 3, 1974 with Recordation No. 7732 (the "Lease") and Lessor and Lessee wish to amend the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

1. Paragraph 8 is hereby amended to read as follows:

"8. Maintenance and Repairs.

(a) Maintenance. Lessee, during the term of this Lease, promptly and with due diligence, shall keep and maintain the Cars and the interior lading equipment, special interior linings or removable parts, and provide such repair work or other work or materials as is necessary to maintain the same, in good working order and repair (ordinary wear and tear excepted) and make all replacements, changes or additions to the Cars or their equipment and appliances to the extent necessary or required from time to time: (a) by the Interchange Rules; and (b) by applicable laws and regulations of any state or governmental body, including specifically but not exclusively, the Interstate Commerce Commission. Initially, Lessor will be billed for and agrees to pay all maintenance expenses so incurred. Effective with car hire earnings during the month of September, 1976, all earnings in excess of \$400 per car per month will thereafter be applied against future maintenance expenses. All maintenance expenses in excess of such amounts will be promptly billed to and paid by Lessor. Lessee shall provide underlying detail of repairs as requested.

(b) Loss, Theft, or Destruction of Cars. In the event any car is lost, stolen, destroyed or, in the judgment of Lessee, damaged beyond economic repair, Lessee shall, by notice, promptly and fully advise Lessor of such occurrence. Lessee shall pay to Lessor the AAR depreciated value settlement made by Lessee with the railroad responsible for its destruction and from which

Lessee has collected the settlement, and rental obligations as set forth in paragraph 7 of this Lease shall cease as of the date of destruction. It is understood that Lessee shall be required to make such payment to Lessor only after Lessee has collected settlement from the responsible railroad, and Lessee agrees to use its best efforts to collect such settlement.

(c) Abatement; Replacement. In the event a car becomes unfit for service and requires repairs, such car, after a period of five (5) days from the date when such car is made empty, will not be subject to the terms set forth in paragraph 7 of this Lease until the date such car is repaired and released for service. Lessor may, at any time and from time to time, replace any car which has been lost, stolen, destroyed or damaged beyond economic repair, with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Lease and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Cars which have been lost, stolen, destroyed, or damaged, or to include any Replacement Cars within the terms and provisions of this Lease."

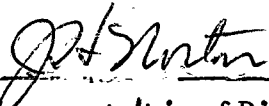
2. Except as modified hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

E. I. DUPONT DE NEMOURS
& COMPANY, INC.,

AMERICAN REFRIGERATOR TRANSIT
COMPANY,

By



Asst. Director Transportation & Distribution Dept.

ATTEST:



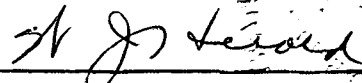
ASSISTANT SECRETARY

By



President and General Manager

ATTEST:



ASSISTANT SECRETARY

STATE OF DELAWARE)
 : SS
COUNTY OF *New Castle*)

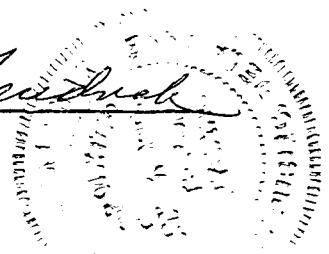
On this 16 day of November , 1976

before me personally appeared J. H. Norton to
me personally known, who being by me duly sworn says that he is
Asst. Dir., Transp. & Distr. ^{Dept.} of the E. I. DU PONT DE NEMOURS &
COMPANY, INC., and L. R. Wonderly to me personally known
to be the Assistant Secretary of said corporation, that
the seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board
of Directors, and they acknowledged that the execution of the
foregoing instrument was the free act and deed of said corpora-
tion.

John J. Trudnak
Notary Public

My Commission expires:

January 31, 1979



STATE OF MISSOURI)
 :SS
CITY OF ST. LOUIS)

On this 29th day of September, 1976,
before me personally appeared ROBERT J. DUANE, JR., to me
personally known, who being by me duly sworn says that he
is President and General Manager of AMERICAN REFRIGERATOR
TRANSIT COMPANY, and W. J. HEROLD, to me personally known
to be the Assistant Secretary of said corporation, that
the seal affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.


Notary Public

My Commission expires: January 28, 1978

Commissioned within and for the County of St. Louis,
Missouri, which adjoins the City of St. Louis, Missouri,
where this act was performed.

